

MORTGAGE RECORD 84

499

Receiving No. 17740

Reg. No. 3460

Fee Paid, \$ 2.75

FROM
Albert C. Hunter and Vivian G. Hunter, Husband & Wife
TO
The Lawrence National Bank, Lawrence, Kansas
By _____
STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 23 day of June A. D. 1943, at 3:00 o'clock A. M.
Harold A. Beck
Register of Deeds.
Deputy.

THIS INDENTURE, Made this 22nd day of June, 1943, in the year of our Lord, one thousand nine hundred and forty-three, between
Albert C. Hunter and Vivian G. Hunter, husband and wife
of Lawrence in the County of Douglas and State of Kansas
parties of the first part, and
The Lawrence National Bank, Lawrence, Kansas
part Y of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of
Eleven Hundred Fifty & no/100 - - - - - DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have granted, bargain, sell and mortgage to the said part Y of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Commencing on the West line of the Southeast Quarter of Section No. Six (6) in Township Thirteen (13), Range No. Twenty (20) at a point Ninety-one (91) feet South of the Northwest Corner of a piece of land deeded by Samuel S. Snyder, and wife to Isaac Ruth by deed dated July 13, 1888, which deed is recorded in the office of the Recorder of Deeds of Douglas County, Kansas, in Book (B) at Page 671; thence run South with said West line One Hundred and Forty-Five (145) feet; thence East parallel with the North line of said tract five chains, more or less, to the East boundary of said first described tract; thence North parallel with the West line of said Quarter Section One Hundred and Forty-Five (145) feet; thence West parallel with said North Boundary five chains (5) more or less, to the said West line of said Quarter Section the place of beginning. The West thirty (30) feet of said land being used for a public highway and the land hereby described being one acre exclusive of said highway.

with the appurtenances and all the estate, title and interest of the said part 1st of the first part therein.

And the said parties of the first part do hereby covenant and agree that at the delivery hereof that they are lawful owner of the premises above granted, and seised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance

and that they will warrant and defend the same against all parties making lawful claim therein.

It is agreed between the parties hereto that the part 1st of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied or assessed against said real estate when the same become due and payable, and that they will keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the part Y of the second part, the loss, if any, made payable to the part Y of the second part to the extent of the insurance. And in the event that said part 1st of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured as herein provided, then the part Y of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness secured by this indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of
Eleven Hundred Fifty & no/100 - - - - - DOLLARS
according to the terms of the certain written obligation for the payment of said sum of money, executed on the 22nd day of June 1943, and by its terms made payable to the part Y of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said part Y of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said part 1st of the first part shall fail to pay the same as provided in this indenture.

And this covenant shall be void if such payment be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or any part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real estate are not paid when the same become due and payable or if the insurance is not kept up as provided herein, or if the buildings on said real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this covenant shall become absolute, and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this indenture is given, shall immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said part Y of the second part to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom; and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law and out of all moneys arising from such sale to retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the surplus, if any there be, shall be paid by the part Y of the second part to the part 1st of the first part.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, The part 1st of the first part have hereunto set their hand and seal the day and year last above written.

Albert G. Hunter (SEAL)
Vivian G. Hunter (SEAL)
(SEAL)
(SEAL)

STATE OF Kansas } ss.
County of Douglas }

BE IT REMEMBERED, That on this 22 day of June, A. D. 1943, before me, a Notary Public in the aforesaid County and State, came

Albert G. Hunter and Vivian G. Hunter, husband & wife,

to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

(SEAL) IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and year last above written.

My commission expires on the 15th day of August 1943.

Geo. D. Walter Notary Public.

RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 15 day of Aug 1943.

(Custodian)

Lawrence National Bank, Lawrence, Kansas
See 21 Kishner Cashier
Mortgagee, Owner.

This release was written on the original mortgage entered this 15 day of Aug 1943.
Harold A. Beck
Reg. of Deeds
Deputy